

GOVERNMENT OF PUDUCHERRY

LABOUR DEPARTMENT

(G.O. Rt. No. 80/AIL/Lab./J/2010, dated 30th April 2010)

NOTIFICATION

Whereas, the Award in I.D. No. 33/2003, dated 23-2-2010 of the Labour Court, Puducherry in respect of the industrial dispute between the management of M/s. Pondicherry Co-operative Spinning Mills Limited, (SPINCO), Pondicherry and 18 Security Guards represented by Puduvai Kooturavu Noorpalai Thozhilalar Sangam (CITU), Puducherry over their confirmation has been received ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947) read with the Notification issued in Labour Department's G.O. Ms.No. 20/91/Lab./L, dated 23-5-1991, it is hereby directed by Secretary to Government (Labour) that the said Award shall be published in the official gazette, Puducherry.

(By order)

G. MALAR KANNAN,

Joint Secretary to Government (Labour).

BEFORE THE LABOUR COURT AT PONDICHERRY

Present : Thiru E.M.K.S. SIDDHARTHAR, M.A., B.L.,
II Additional District Judge,
Presiding Officer, Labour Court,
Pondicherry.

*Tuesday, the 23rd day of February 2010.***I.D. No. 33/2003**

The President,
Puduvai Kooturavu Noorpalai
Thozhilalar Sangam,
No. 42, Cuddalore Road,
Mudaliarpet, Pondicherry. . . Petitioner

Versus

The Managing Director,
Pondicherry Co-operative
Spinning Mills Limited,
P. 396 (SPINCO),
Thirubuvanai and Post,
Kandamangalam (via.),
Pondicherry- 605 102. . . Respondent

This petition coming before me for final hearing on 9-2-2010 in the presence of Thiru Durai Arumugam, President of the petitioner-sangam, M/s.Law Solvers, Advocates for the respondent, upon hearing both sides, after perusing the case records and having stood over for consideration till this day, this court delivered the following:

AWARD

This industrial dispute arises out of the reference made by the Government of Pondicherry, *vide* G. O. Rt.No.151/Lab./J/03, dated 3-12-2003 of the Labour Department, Pondicherry, to resolve the following dispute between the petitioner and the respondent, *viz.*,

1. Whether the employer-employee relationship exists between the management of M/s. The Pondicherry Co-operative Spinning Mills Limited, No. P.396, Thirubuvanai, Pondicherry and the workers mentioned hereunder?

1. M. Shanmugam, S/o. Murugan.
2. M. Kanniappan, S/o. Munusamy.
3. Veerappan, S/o. Samikannu.
4. Jothi, S/o. Kandasamy.
5. Ramesh, S/o. Kaliamurthy.
6. Jothimani, S/o. Nadesan.
7. Irichappan, S/o. Chinnasamy.
8. Velayudam, S/o. Manickam.
9. M.P. Arul Stalin, S/o. A.R. Palanivel.
10. Perumal, S/o. Chinnathambu.
11. Sivakumar, S/o. Kaliavaradhan.
12. Soundarajan, S/o. Pakkirisamy.
13. Periathambu, S/o. Narasingam.
14. Jayachandiran, S/o. Velayudam.
15. Sagadevan, S/o. Mottaiyan.
16. Murugan, S/o. Ganapathy.
17. T.K. Jayabalan, S/o. Dhanapal.
18. Syed Ismail, S/o. Syed Rashid.

2. Whether the denial of confirmation to the aforesaid workers by the said management is justified or not?

3. To what relief, the said workmen are entitled to?

4. To compute the relief, if any, awarded in terms of money, if it can be so computed?

2. The petitioner in their claim statement would state that the above 18 workmen have been engaged by the respondent mill for the last 14 years as Security Personnel. The work of the Security Personnel is permanent and continuous in nature as it involves watch and ward duty. While so, the respondent management has removed them from service without any reason. According to the petitioner, the respondent has extracted work from the Security Personnel as contract labour for nearly 14 years, which is in contravention to the provisions under section 10(1) of the Contract Labour (Regulation and Abolition) Act of 1970. Hence, the petitioner raised an industrial dispute before the respondent management to regularise the services of these 18 workmen. The respondent management without offering proper explanation within appropriate time coerced the contract labourer to transfer these 18 Security Personnel to different places. On coming to know of the same, the petitioner approached the Labour Officer (Conciliation) and also filed a writ before the Hon'ble High Court of Madras, to restrain the respondent from removing the 18 Security Personnel from service or transferring them elsewhere. The Hon'ble High Court though granted an interim order directing reinstatement of the 18 Security Guards pending disposal of the appeal WA. 103/1999 and accordingly all the 18 Security Personnel were reinstated in service and they worked for four years but unfortunately, the Labour Officer (Conciliation) did not take up the conciliation case and in the meanwhile, the petitioner approached the Hon'ble High Court in the writ appeal where the Hon'ble High Court by order, dated 17-9-2003, permitted to withdraw the said Writ Appeal 103/99 with liberty to approach the Labour Court within two months from that date and that *status quo* would continue till then. As the reference to the Labour Court has to be made only through the Labour Officer (Conciliation), the petitioner *vide* letter, dated 26-9-2003, requested the Labour Officer (Conciliation) to pursue with the matter. The petitioner also gave a letter to the respondent on 18-11-2003 stating that dismissing the employees from service violates section 33(1) (2) of the Industrial Disputes Act, 1947. That apart the officers of the respondent management were supervising the duties of these 18 Security Personnel and therefore employee relationship exists. As the respondent did not accept

the claim of the petitioner the Labour Officer (Conciliation) sent a failure report, dated 20-11-2003 to the Government. The petitioner also filed a complaint before the Hon'ble High Court objecting the dismissal from service. The Hon'ble High Court issued an order, on 24-11-2003 directing that the industrial dispute shall be referred to the Labour Court within one week and further ordered that *status quo* shall be maintained till 10-12-2003. The petitioner during pendency of the conciliation proceedings also filed a petition before the Hon'ble High Court objecting for the removal from services without obtaining the permission of the competent authorities. The Hon'ble High Court passed an order, dated 1-11-2004 in the said petition directing the respondent to consider reinstatement till the disposal of the industrial dispute before this court. But the respondent has removed the 18 Security Personnel from service with effect from the midnight of 10-12-2003 without obtaining the permission of this court, although this industrial dispute has been taken on file by this court much before. Hence, the petitioner has prayed for the reinstatement of these 18 Security Personnel with full back wages.

3. The respondent-management filed counter statement and the contentions therein, in brief, are that they entered into contract with M/s. Ex-Serviceman Detective Bureau, a Labour Contractor for deploying their Security Personnel in the mill premises and the contract which was originally entered in the year 1993 was extended from time to time, the last extension was for the period from 1-4-1996 to 31-3-1998. After the expiry of the above contract period the mill decided to change the contractor and entered into a fresh contract with M/s. Group 4 Security Services. It is in this context, when the management proposed to dispense with the services of the Security Personnel deployed by M/s. Ex-Serviceman Detective Bureau the petitioner union filed Writ Petition before the High Court, which was dismissed and the petitioner union later on withdrew the writ proceedings at the appellate stage with liberty to approach the Labour Court. The matter has thus culminated into the above reference to this court. It is further contended by the respondent that the concept of master and servant relationship never existed between the members of the petitioner union (18 Security Personnel named in this industrial dispute) and the respondent management. M/s. Ex-Serviceman Detective Bureau had undertaken to provide watch and ward services to the respondent management on the terms and conditions stipulated in the agreement

executed between the respondent management and the contractor. The relationship of master and servant relationship existed between the contractor *i.e.*, M/s. Ex-Serviceman Detective Bureau and the Security Personnel supplied by the contractor and the said fact has been clearly established by Agreement, dated 11-5-1996, marked as Ex.B1, as per which, the contractor had undertaken to disburse the salary to the Security Personnel, fulfilling all the statutory deductions and further the contractor had undertaken the payment of weekly off, leave salary etc. Accordingly the members of the petitioner union were paid by their employer, namely M/s. Ex-Serviceman Detective Bureau, who posted them in the respondent mill and who have powers to remove/dismiss those Security Personnel from service or initiate disciplinary action, regulation and control of work etc. But where there is no notification under section 10 of the Contract Labour (Regulation and Abolition) Act and where it is not proved in the industrial adjudication that the contract was sham, nominal and camouflage, then the question of directing the principal employer to absorb or regularise the services of the contract labour does not arise. It is further contended that the engagement of Security Personnel in the respondent mill is not at all prohibited under section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 by the appropriate Government. In the absence of prohibition order issued by the appropriate Government under section 10(1) of the Contract Labour (Regulation and Abolition) Act, the engagement of Security Personnel by the respondent mill through the contractor is valid and legal. The deployment of the Security Personnel in the respondent mill was co-terminus with the tenability of contract between the respondent management and M/s. Ex Serviceman Detective Bureau and the respondent mill has every right to remove the services of the Security Personnel engaged through the contractor and consequently the respondent management requested the contractor by letter, dated 8-1-1999 to withdraw the security services with effect from 31-3-1998. It is also contended that the members of the petitioner union continued in service only by virtue of the interim order of the Hon'ble High Court, the respondent mill has also considered the representation of the Security Personnel and a detailed order was passed by the respondent mills in Ref. No. PCSM/PA/16/94/2003, dated 28-1-2005. It is, therefore, contended that the members of the petitioner union are only contract labours and are not entitled for confirmation in the respondent mill. In fact,

the petitioners were employed as contract labours without any prohibition and therefore, they cannot be treated as employees of the mills and consequently they cannot be confirmed in the service of the mills. The members of the petitioner's union engaged through M/s. Ex-serviceman Detective Bureau been ceased to work in the respondent mills and have been replaced by the personnel deployed by the M/s.Group 4 Security Services. Therefore, the 18 Security Personnel, who are members of the petitioner union are not entitled for any relief or Award on the reference made by the Government.

4. On the side of the petitioner, Exs.A1 to A8 and on the side of the respondent, Exs.B1 to B3 were marked by consent. No oral evidence was adduced on either side.

5. *Now, the point for determination is:*

"Whether the 18 (eighteen) Security Personnel are entitled for reinstatement in service of the respondent-mill and if so, to what relief, they are entitled?"

6. Both sides filed written arguments and also argued before me at length. Records perused.

7. It is the case of the respondent-mill that the 18 Security Personnel, whom the petitioner-union seeks to appoint in the mill with full back wages, have initially entered into the respondent-mill as Security Personnel in the year 1993 through the Labour Contractor M/s. Ex-Serviceman Detective Bureau with whom the mill had entered into agreements from time to time for employment of Security Personnel and the last such extension was for the period from 1-4-1996 to 31-3-1998. The respondent-mill has marked the last agreement as Ex. B1. A perusal of Ex.A1 goes to show that it does not refer to any previous agreements alleged to have existed between the respondent-mill and M/s. Ex-serviceman Detective Bureau. At the same time, the petitioner-union would submit that Ex.B1 is a sham and nominal document created by the respondent-mill with M/s. Ex-serviceman Detective Bureau with a view to give colour to these 18 Security Personnel as contract labourers and to remove them from service.

8. Therefore, it is the first and foremost duty of this court to find out whether these 18 Security Personnel were employed in the respondent-mill directly or whether they were employed under the contractor M/s. Ex-serviceman Detective Bureau and also whether there is sufficient evidence on record to believe that

Ex. B1 is a genuine agreement or it is a sham, nominal and a camouflage to deny employment benefits to those 18 Security Personnel. At this juncture, the Ruling relied upon by the learned counsel for the respondent has to be looked into.

9. In 2009(6) *Scale International Airport Authority of India -Vs. International AIR Cargo Workers Union and Another-Labour Laws-Contract Labour (Regulation and Abolition) Act, 1970* dealing with section 10 of the Industrial Disputes Act, 1947.

“The industrial adjudicator can grant the relief sought if it finds that contract between principal employer and the contractor is sham, nominal and merely a camouflage to deny employment benefits to the employer and that there is in fact a direct employment, by applying tests like, who pays the salary; who has the power to remove/dismiss from service or initiate disciplinary action; who can tell the employee the way in which the work should be done, in short who has direction and control over the employee the way in which the work should be done, in short who has direction and control over the employee. But where there is no notification under section 10 of the CLRA Act and where it is not proved in the industrial adjudication that the contract was sham/nominal and camouflage, then the question of directing the principal employer to absorb or regularise the services of the contract labour does not arise. The tests that are applied to find out whether a person is an employee or an independent contractor may not automatically apply in finding out whether the contract labour agreement is a sham/nominal and is a mere camouflage. For example, if the contract is for supply of labour necessarily, the labour supplied by the contractor will work under the directions, supervision and control of the principal employer but that would not make the worker a direct employee of the principal employer, if the salary is paid by contractor, if the right to regulate employment is with the contractor and the ultimate supervision and control lies with the contractor.”

10. Therefore, to find out whether Ex. B1 is a sham and nominal document or a genuine document, the following tests have to be applied:

(1) Who pays the salary;

(2) Who has the power to remove/dismiss from service or initiate disciplinary action;

(3) Who can tell the employee the way in which the work should be done;

(4) Who has direction and control over the employee the way in which the work should be done;

(5) That there is no notification under section 10 of the CLRA Act.

It has to be seen that when the respondent-mill has relied upon the said Ruling and when it is also their case that these 18 Security Personnel entered into the service of the mill through contractor under Agreements executed from time to time since 1993 and the last such Agreement is Ex.B1, it is the duty of the respondent-mill to prove the above tests through tangible evidence. A perusal of the records goes to show that the respondent-mill has relied upon certain documents and marked the same as Exs.B1 to B3.

11. Ex.B1 is a Written Agreement, dated 11-5-1996, entered into between M/s. Ex-servicemen Security and Detective Bureau, represented by its Managing Director Thiru J. Jaffer Sadique on the one hand as Contractor and the Pondicherry Co-operative Spinning Mills Limited, Thirubuvanai, represented by its General Manager T.K. Mohan as Mill on the other hand. Ex. B1 does not mention that it is in continuation to any previous Agreement. Ex.B1 seems to have been entered afresh. Though the respondent would claim that these 18 Security Personnel entered into the services of the mill in the year 1993 itself under an Agreement between the Mill and M/s. Ex-servicemen Security and Detective Bureau, there is not a piece of paper to show the existence of any previous agreement. Further, Ex. B1 would go to show that each and every page has not been signed. Only in the last page of Ex. B1, the parties have affixed their signature. Further, Ex. B1 does not mention as per the terms, 18 Security Personnel have to be deployed by the contractor. Thus, Ex. B1 is very vague. The respondent has marked the documents only by consent. No witness was examined on either side. Ex. B1 is also an unregistered document. The respondent has not examined the Managing Director of M/s. Ex-servicemen Detective Bureau or any witness to Ex. B1 to show that the execution of Ex.B1 was true and genuine. Under the above circumstances, it is difficult for this court to believe that Ex. B1 is a genuine document or that the above 18 Security Personnel were inducted into the service of the respondent-mill for watch and ward duty only as contract labourers under M/s. Ex-servicemen Detective Bureau.

12. Though the respondent have relied upon the above Ruling in 2009(6) Scale, they have not adduced any tangible evidence before this court by filing accounts registers, vouchers, etc., showing that those 18 Security Personnel are not in their rolls or as to who pays the salary for those Security Personnel. They have also not produced any voucher to evidence payment to the contractor on that account. Not a scrap of paper like administrative order has been produced before this court to show as to who can tell the employee the way in which the work should be done, who has direction and control over the employee and whether any action has been initiated by the contractor or by the mill to show as to who has the power to remove/dismiss those Security Personnel from service or initiate disciplinary action. The respondent-mill has not produced any letter correspondence from the said labour contractor M/s. Ex-servicemen Detective Bureau to show that those 18 Security Personnel were registered with his office and that he has sent the list of those 18 Security Personnel from his office for rendering service in the mill on contract basis. Therefore, the respondent failed to prove that the contract under Ex. B1 is genuine. Hence, this court has to believe that Ex. B1 is a sham and nominal document and that the 18 Security Personnel have been directly appointed by the respondent-mill.

13. Ex.B2 is a letter, dated 8-1-1999, sent by the General Manager of the respondent-mill to the Managing Director of Ex-servicemen Security and Detective Bureau, Pondicherry, wherein, the respondent-management has clearly requested the Security Bureau to withdraw their Security Personnel from the mill premises with effect from 8-1-1999 at 12 O'clock midnight since the mill no longer required their security service in the mill and also that the security contract agreement entered between the mill and the said Security Bureau expired on 31-3-1998. The respondent has not produced any evidence before the court to show that they have entered into fresh Agreement with another Labour Contractor with M/s. Group-IV Security Service and that the Security Personnel under the new labour contractor only are serving in the mills, so as to say that the 18 Security Personnel have been replaced by new set of hands. It is rather astonishing to hear the respondent say that they are managing the mill premises without any security. Ex. B3 is the letter, dated 28-1-2005, to the petitioner-union rejecting their claim for employment of 18 Security Personnel.

14. After hearing both sides and after careful perusal of the written arguments, this court comes to the conclusion that the 18 Security Personnel, who are members of the petitioner-union worked as Security Personnel in the respondent-mill since the year 1993. Further, in this case, the petitioner-union approached the Hon'ble High Court and obtained an interim Order in C.M.A.840/99 in W.A.103/99, which is marked as Ex.A1. The relevant portion of the order is as follows:

“Heard. Having regard to the fact that these 18 employees were therefor the last 10 years and they were removed from service on 8-1-1999 by change of contractors, it is not proper to deprive them of their bread. Therefore, these employees are directed to be reinstated forthwith, but subject to the result of the appeal respondents to file counter. Post this matter on the top of the list on the 15th of February 1999, since the learned Additional Advocate General submits that he will be ready to argue on that day”.

Again the petitioner approached the Hon'ble High Court and obtained Order, dated 17-9-2003, in W.A.103/99 and CMP 840 and 5130/99 under Ex. A2, the relevant portion reads as follows:

“Under the circumstances, we are inclined to allow the appeal to be withdrawn with a liberty to approach the Labour Court, Pondicherry, within two months from today. There shall be a *status quo* for two months from today. *Status quo* shall stand vacated at the expiry of two months from today. No costs. CMPs. 840 and 5130 of 1999 are closed.”

Ex. A3 is the letter, dated 26-9-2003, sent by the petitioner-union to the Labour Officer (Conciliation), Pondicherry praying to send a Failure Report to the Government on the basis of the Orders passed by the Hon'ble High Court.

Ex.A4 is a letter, dated 18-11-2003, sent by the petitioner-union to the Commissioner, Labour Department, Pondicherry, praying to initiate action against the respondent-management for contravening the provisions of section 33(1)(2) of the Industrial Disputes Act, 1947 and to direct the respondent to reinstate the 17 employees, whom they abruptly removed from service on the midnight of 16-11-2003.

Ex.A5 is the Report on Failure of Conciliation, dated 20-11-2003, sent by the Labour Officer (Conciliation) to the Secretary to Government (Labour), Pondicherry, stating that the Union insisted for

confirmation of 18 Security Guards, but the respondent-management did not accept and as no amicable settlement could be arrived at in spite of efforts taken, the conciliation ended in failure.

Ex.A6 is a letter, dated 27-11-2003, sent by M/s. R. Vaigai and Anna Mathew, Advocates, High Court, Madras to the petitioner-union informing that on 24-11-2003, the Hon'ble High Court modified its Order, dated 17-9-2003 in the Writ Appeal, recording that the Government will make the reference of the Industrial Dispute to the Labour Court, Pondicherry, within one week and that *status quo* order has been extended up to 10-12-2003.

Ex.A7 is the Order, dated 1-11-2004, passed in W.P. No. 30710/2004 and W.P.M.P. No.37198/2004 by the Hon'ble High Court, Madras. It is a Writ of *Mandamus* directing the respondent-management to reinstate the 18 workmen in service. As the learned counsel for the writ petitioner submitted that the respondent-management may be directed to consider the case of the petitioner for reemployment of the workmen pending disposal of the industrial dispute before the Labour Court, the Hon'ble High Court directed the respondent-management to consider the request of the petitioner-union *to have the workmen mentioned in the writ petition reemployed till the disposal of the industrial dispute, if such request is made in accordance with law* (underlined by me to give emphasis) and with the said direction, the writ petition was closed.

Ex.A8 is the Government Order in G. O. Rt. No. 151/Lab./J/03, dated 3-12-2003, issued by the Joint Secretary to Government, Labour Department, Pondicherry, on the basis of which the industrial dispute was referred to this court.

15. In this case, this court perused all the documents and come to the conclusion that the agreement between the respondent-company and the contractor is not binding on the petitioners because the agreement conditions are fully against the labourers. When there is absolutely no evidence on record to show that these 18 Security Personnel are contract labourers under Contractor M/s. Ex-servicemen Detective Bureau and above all when Ex.B1 is proved to be sham, nominal and a camouflage, this court finds that the respondent-mill having sucked the blood of these 18 Security Personnel by engaging them in watch and ward duty has simply thought of throwing away from work without any human consideration, especially when no adverse remarks have

been attributed against these Security Personnel. It should not be forgotten that the main duty of the 18 Security Personnel is to safeguard the mill premises throughout the day and night from theft and pilferages. If there is any lapse on the part of these personnel, there is every chance for the mill run under the control of the Registrar of Co-operative Societies is sure to suffer heavy loss. As submitted by the petitioners, the work of Security Personnel is of a continuous and permanent nature and only Security Personnel, who are acquainted with each and every movement of various persons in the mill, can discharge their watch and ward duty effectively and efficiently. Hence, the respondent should not have thought of removing these 18 Security Personnel from the mills without any reason whatsoever, especially when they are working sincerely and hard and there is also no serious allegation against them like disciplinary proceedings, misappropriation, misconduct or any criminal case initiated against any of them.

16. It is further seen that the petitioner approached the Hon'ble High Court of Madras, which directed that the 18 Security Personnel shall continue till disposal of the case by the Labour Court. But although the industrial dispute has been referred before this court and when the same has been pending, the respondent-mill having scant respect for law has simply removed these 18 Security Personnel from service without any authorisation or consent from this Labour Court. The respondent-mill without conducting any domestic enquiry or without issuing any show cause notice calling for their objections as to why they should not be removed from service, has simply removed them from service without following the principles of natural justice. Whatever it may be, the respondent ought to have followed the rules and regulation prescribed under law before it removed the 18 Security Personnel from service. As the Hon'ble High Court found that these 18 Security Personnel had *prima facie* case, the court interfered several times and ordered that those Personnel should be allowed to work until the industrial dispute is decided by this Labour Court. It is unfortunate that the respondent without following the directions of the High Court has abruptly removed the 18 Security Personnel from service without adducing any reason. The respondent-company is run by Co-operative Society of Pondicherry and certainly, it ought to have sought the approval of the Registrar of Co-operative Societies, when the matter has been seized by the court. The duties and responsibilities of a Watchman in any concern is not only essential, but the

nature of the job is perennial and permanent. The respondent is therefore directed to reinstate the 18 Security Personnel in the service of the respondent-mill for watch and ward purpose, by giving top priority and according to their seniority, when recruitment of Watchmen are made in the mills. The appointment of these 18 persons will not hamper the employment of more Security Personnel in the mills through contract labour. These 18 Security Personnel listed above will be under the control of the respondent-management and they will not be under the control of any contractor. The Ruling in *Steel Authority of India Limited and Others Vs. National Water Front Workers and Others (2001)* 7 Supreme Court cases relied upon by the learned counsel for the respondent is not helpful to the case of the respondent.

This point is answered accordingly.

17. In the result, Award is passed accordingly by answering the industrial dispute to the effect that—

(i) There exists employer–employee relationship between the management of the respondent and the 18 (eighteen) Security Personnel listed in the Government Order.

(ii) The denial of confirmation to the aforesaid workers by the said management is not justified.

(iii) The respondent is directed to reinstate the 18 Security Personnel in service of the respondent-mill for watch and ward purpose, by giving top priority and according to their seniority, when recruitment of Watchmen are made in the mills.

(iv) The appointment of these 18 persons will not hamper the employment of more Security Personnel in the mills through contract labour.

(v) These 18 Security Personnel listed above will be under the control of the respondent-management and they will not be under the control of any contractor.

(vi) These 18 Security Personnel will be entitled for reinstatement in service with full back wages and attendant benefits from the date of dismissal, *i.e.*, midnight of 10-12-2003 till reinstatement.

Typed to my dictation, corrected and pronounced by me in the open court on this the 23rd day of February 2010.

E.M.K.S. SIDDHARTHAR,
II Additional District Judge,
Presiding Officer,
Labour Court, Pondicherry.

List of witnesses examined for petitioner : Nil

List of witnesses examined for the respondent : Nil

List of exhibits marked for the petitioner :

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| Ex.A1 | 4-2-2010 | Copy of High Court, Madras Order in W. A. No. 103/99, dated 2-2-1999. |
| Ex.A2 | 4-2-2010 | Copy of High Court, Madras Judgement in W.A.No.103/99, dated 17-9-2003. |
| Ex.A3 | 4-2-2010 | Representation from the petitioner to the Labour Officer for Conciliation, dated 26-9-2003. |
| Ex.A4 | 4-2-2010 | Representation from the petitioner to the Labour Officer for Conciliation, dated 18-11-2003. |
| Ex.A5 | 4-2-2010 | Failure report of Conciliation from Labour Officer to Secretary to Government, Pondicherry, dated 20-11-2003. |
| Ex.A6 | 4-2-2010 | Letter from Advocate, Madras High Court to the petitioner, dated 27-11-2003. |
| Ex.A7 | 4-2-2010 | Copy of High Court, Madras Order in W.P.No.30710/04, dated 1-11-2004. |
| Ex.A8 | 4-2-2010 | Government Order, dated 3-12-2003 notifying the reference. |

List of exhibits marked for the respondent :

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| Ex.B1 | 4-2-2010 | Agreement, dated 11-5-1996 between respondent and M/s. Ex-Serviceman Detective Bureau. |
| Ex.B2 | 4-2-2010 | Letter, dated 8-1-1999 from respondent and M/s Ex-Serviceman Detective Bureau. |
| Ex.B3 | 4-2-2010 | Order, dated 28-1-2005 from respondent and M/s Ex-Serviceman Detective Bureau. |

E.M.K.S. SIDDHARTHAR,
II Additional District Judge,
Presiding Officer,
Labour Court, Pondicherry.